

BRIG LEONARD.

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LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS  
TRANSMITTING A COPY OF THE CONCLUSIONS OF LAW AND OF  
FACT IN THE FRENCH SPOILIATION CASES RELATING TO THE  
VESSEL BRIG LEONARD, SAMUEL C. HILLS, MASTER.

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FEBRUARY 15, 1904.—Referred to the Committee on Claims and ordered to be printed.

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COURT OF CLAIMS,  
*Washington, D. C., February 13, 1904.*

SIR: Pursuant to the order of the Court of Claims I transmit herewith the conclusions of fact and of law filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel brig *Leonard*, Samuel C. Hills, master.

I am, very respectfully, yours, etc.,

JOHN RANDOLPH,  
*Assistant Clerk Court of Claims.*

Hon. JOSEPH G. CANNON,  
*Speaker House of Representatives.*

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[Court of Claims. French spoiliations. Act of January 20, 1885; 23 Stat. L., 283. Brig *Leonard*, Samuel C. Hills, master.]

No. of  
case.

Claimant.

199. Charles Francis Adams, administrator of Peter C. Brooks, *v.* The United States.  
863. The President and Directors of the Insurance Company of North America *v.* The United States.

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 29th day of April, 1902. The claimants were represented by William T. S. Curtis, Theodore J. Pickett, and Leonard Myers, esqs., and the United States, defendants, by the Attorney-General through his assistants in the Department of Justice, Charles W. Russell, and John W. Trainer, esqs., with whom was Assistant Attorney-General Louis A. Pradt.

CONCLUSIONS OF FACT.

The court, upon the evidence and after hearing the arguments and considering the same, with the briefs of counsel on each side, determine the facts to be as follows:

I. The brig *Leonard*, Samuel C. Hills, master, sailed on a commercial voyage on or about the 21st day of May, 1798, from Boston, bound for Surinam. While peacefully pursuing said voyage she was seized on the high seas on or about the 29th day of June, 1798, by the French privateer *Victoire*, Captain Danseur, and carried to Cayenne, where said vessel and cargo were condemned by the French prize court at that place, whereby the same became a total loss to the owners.

It does not appear that the owners of the vessel and cargo were allowed to be represented before the prize court either by the master or by counsel.

II. The *Leonard* was a duly registered vessel of the United States of 143 $\frac{3}{5}$  tons burden, was built in Massachusetts in the year 1792, and was owned solely by Joseph Hurd, a citizen of the United States residing in Boston.

III. The cargo of the *Leonard* consisted of beef, barley, oats, rye, staves, bread, and hoops, and was owned by Mungo Mackey, a citizen of the United States residing in Boston.

Said Joseph Hurd was the owner of an adventure consisting of nankeens likewise, shipped on said vessel.

IV. The losses by reason of the capture and condemnation of the *Leonard* were as follows:

The value of the vessel .....	\$5,030.00
The freight earnings.....	2,390.00
The value of the cargo .....	6,887.00
Premium of insurance paid.....	3,152.50

Amounting in all to ..... 17,459.50

V. July 10, 1798, said Joseph Hurd effected insurance in the office of Peter C. Brooks, on certain nankeens owned by him on board the *Leonard* in the sum of \$1,200, paying therefor a premium of 3 $\frac{3}{4}$  per cent, by a policy underwritten by the following persons, citizens of the United States, each in the sum set opposite his name, viz:

David Greene.....	\$600
Benjamin Bussey.....	600

December 11, 1798, said Brooks, as agent, duly paid the said assured the said sum of \$1,200 as and for a total loss by reason of the premises.

December 23, 1801, David Greene, in consideration of \$6,000, to him paid by Peter C. Brooks, and the assumption by the said Brooks of all and any liabilities and disadvantages arising from his underwriting in the office of the said Brooks, assigned to the said Brooks all his right, title, and interest in and to all insurance done by him as an underwriter in the office of the said Brooks.

February 15, 1805, Benjamin Bussey, in consideration of \$10,000, to him paid by Peter C. Brooks, and the assumption by said Brooks of all and any liabilities and disadvantages arising from his underwriting in the office of the said Brooks, assigned to the said Brooks all his right, title, and interest in and to all insurance done by him as an underwriter in the office of the said Brooks.

VI. May 24, 1798, said Joseph Hurd, through the agency of Joseph Anthony & Co., effected insurance on said vessel with the Insurance Company of North America in the sum of \$3,000, paying therefor a premium of 3 $\frac{1}{2}$  per cent.

May 24, 1798, said Joseph Hurd likewise effected insurance on the freight of said vessel in the sum of \$3,000, through the same agency with the said company, paying therefor a premium of 3 $\frac{1}{2}$  per cent.

November 27, 1798, said company duly paid the said Joseph Anthony & Co., as agents, the sum of \$5,880, as and for a total loss by reason of the premises, being the face of said policies, less the abatement of 2 per cent, customary with said company.

VII. August 10, 1798, said Mungo Mackay, through the agency of Joseph Anthony & Co., effected insurance on said cargo with the Insurance Company of North America in the sum of \$4,000, paying therefor a premium of 20 per cent.

December 31, 1798, said company duly paid the said Joseph Anthony & Co., the sum of \$3,920, as for a total loss by reason of the premises, being the face of said policy, less the abatement of 2 per cent, customary with said company.

VIII. Said Mungo Mackay likewise effected further insurance with Rhinelander et al., but the amount thereof, or premium thereon, or amount paid said Mackay as a loss, does not appear.

No claim is filed herein by Rhinelander et al.

IX. The president and directors of the Insurance Company of North America is a corporation duly incorporated under the laws of the State of Pennsylvania.

The claimants herein have produced letters of administration upon the estates of the parties represented by them and have otherwise proved to the satisfaction of the court that the persons for whom they appear are the same persons who suffered loss by reason of the seizure of the *Leonard* as set forth in the preceding findings.

X. Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803. They were not claims growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded

on the 22d of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimant, Charles F. Adams, in his representative capacity, and the president and directors of the Insurance Company of North America, in its own right, are the owners of said claims herein respectively made by them, which have never been assigned except as aforesaid.

#### CONCLUSIONS OF LAW.

The court decides as conclusions of law that said seizure and condemnation were illegal, and the owners had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States, and that the claimants are entitled to the following sums from the United States:

Charles F. Adams, administrator of Peter C. Brooks, twelve hundred dollars.	\$1,200
The president and directors of the Insurance Company of North America, nine thousand eight hundred dollars.....	9,800

No person claiming to represent Joseph Hurd or Mungo Mackay has appeared herein.

BY THE COURT.

Filed May 19, 1902.

A true copy.

Test this 13th day of February, 1904.

[SEAL.]

JOHN RANDOLPH,  
*Assistant Clerk Court of Claims.*

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